

This section is optional:

As an alternative to MSA or county labor force data, you may use other data that more accurately reflect the percentages of women and minorities in the labor force available to your station. If such alternative data are used, that data must be submitted on the table below and an explanation attached as to why they are more appropriate.

Percentage in the Labor Force	Women	Blacks not of Hispanic Origin	Asian or Pacific Islanders	American Indians or Alaskan Natives	Hispanics

The above information is for:

☐

M.S.A.

☐

City

☐

County

☐

Other (specify)

VII. COMPLAINTS

You must provide here a brief description of any complaint which has been filed before any body having competent jurisdiction under Federal, State, territorial or local law, alleging unlawful discrimination in the employment practices of the station including the persons involved, the date of filing, the court or agency, the file number (if any), and the disposition or current status of the matter. Examples of such jurisdiction may include the Equal Employment Opportunity Commission, state and local equal opportunity commissions, or other appropriate agencies.

VIII. OTHER INFORMATION

You may also describe other information that you believe would allow the FCC to evaluate more completely your efforts in providing equal opportunity in employment at your station. Submission of such information is optional. Among the additional information you may choose to provide are:

Any training programs the station has undertaken that are designed to enable minorities and women to compete in the broadcast employment market including, but not necessarily limited to, on-the-job training and assistance to students, schools or colleges.

Any problems the station has experienced in assuring equal employment opportunity, or attracting qualified minority and women candidates for employment or promotion.

Any efforts the station has undertaken or will undertake to promote equal opportunity in its employment and to encourage applications from minorities and women.

*Duplicate
Copy*

AM 1230
Madawaska

WSJR
WLVC

AM 1340
Fort Kent

P.O. Box 447, 6 10th Avenue, Madawaska, Me. 04756

(207) 728-4000

10/21/90

Secretary of the F.C.C.
Federal Communications Commission
Mass Media Services
P.O. Box 358180
Pittsburgh, PA 15251-5180

To Whom It May Concern:

The ownership report filed with the F.C.C. on March 26, 1990 for radio station WLVC AM by Lamoille Broadcasting and Communications is complete and up-to-date.

Enclosed, please find F.C.C. form 155 and our fee of \$35.00 to accompany this letter of certification.

Respectfully yours,



Thomas B. Beardsley
General Manager

*Duplicate
copy*

1271

WSJR/WLVC
THE INTERNATIONAL VOICE
P.O. BOX 447 PH. 728-4000
MADAWASKA, ME 04756

Nov. 10 19*90*

52-104/112

PAY
TO THE
ORDER OF

Federal Communications Commission

\$ *35.00*

Thirty Five $\frac{00}{100}$

DOLLARS



Key Bank of Northern Maine
Fort Kent, Maine 04743 50

FOR

FCC Fee (WLVC)

Thomas J. Beaulieu

⑈001271⑈ ⑆011201047⑆

60⑈0280 3⑈

*Duplicate
copy*

FEE PROCESSING FORM

FOR
FCC
USE
ONLY

Please read instructions on back of this form before completing it. Section I MUST be completed. If you are applying for concurrent actions which require you to list more than one Fee Type Code, you must also complete Section II. This form must accompany all payments. Only one Fee Processing Form may be submitted per application or filing. Please type or print legibly. All required blocks must be completed or application/filing will be returned without action.

SECTION I

APPLICANT NAME (Last, first, middle Initial)

Lamoille Broadcasting and Communications

MAILING ADDRESS (Line 1) (Maximum 35 characters - refer to Instruction (2) on reverse of form)

6 10th Avenue

MAILING ADDRESS (Line 2) (If required) (Maximum 35 characters)

CITY

Madawaska

STATE OR COUNTRY (If foreign address)

Maine

ZIP CODE

04756

CALL SIGN OR OTHER FCC IDENTIFIER (If applicable)

WLVC

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in FCC Fee Filing Guides. Enter in Column (B) the Fee Multiple, if applicable. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number entered in Column (B), if any.

(A)

(B)

(C)

FEE TYPE CODE

FEE MULTIPLE
(if required)

FEE DUE FOR FEE TYPE
CODE IN COLUMN (A)

FOR FCC USE ONLY

(1)

M	A	P
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\$	35
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SECTION II

— To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A)

(B)

(C)

FEE TYPE CODE

FEE MULTIPLE
(if required)

FEE DUE FOR FEE TYPE
CODE IN COLUMN (A)

FOR FCC USE ONLY

(2)

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\$	
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(3)

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\$	
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(4)

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\$	
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(5)

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\$	
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ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (5), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.

TOTAL AMOUNT REMITTED
WITH THIS APPLICATION
OR FILING

\$

FOR FCC USE ONLY

Duplicate
Copy

AM 1230
Madawaska

WSJR
WLVC

AM 1340
Fort Kent

P.O. Box 447, 6 10th Avenue, Madawaska, Me. 04756

(207) 728-4000

10/21/90

Secretary of the F.C.C.
Federal Communications Commission
Washington, D.C. 20554

To Whom It May Concern:

Lamoille Broadcasting and Communications, licensee for station WLVC
AM in Fort Kent, Maine hereby submits its application for license
renewal.

Enclosed, please find F.C.C. form 303-S and related exhibits 1, 2
and 3, F.C.C. form 155, a check in the amount of \$100.00, F.C.C. form
396, a copy of a letter of certification to the commission regarding
our ownership report and a copy of F.C.C. form 155 relating to that
letter.

All items enclosed are submitted in duplicate.

Respectfully yours,



Thomas B. Beardsley
General Manager

*Duplicate
Copy*

1269

WSJR/WLVC
THE INTERNATIONAL VOICE
P.O. BOX 447 PH. 728-4000
MADAWASKA, ME 04758

Nov. 10 19 90

52-104/112

PAY
TO THE
ORDER OF

Federal Communications Commission

\$ 100 ⁰⁰/₁₀₀

One Hundred ⁰⁰/₁₀₀

DOLLARS



Key Bank of Northern Maine
Fort Kent, Maine 04743 60

FOR WLVC License Renewal

Thomas J. Beardsley

⑈001269⑈ ⑆011201047⑆

60⑈0280 3⑈

Duplicate
Copy

AM 1230
Madawaska

WSJR

WLVC

AM 1340
Fort Kent

Check

*WLVC 6-19-90
2397 → WLVC (AM)*

P.O. Box 447, 6 10th Avenue, Madawaska, Me. 04756

(207) 728-4000

May 24, 1990

MAY 30 1990

AM BRANCH

Mr. Stuart B. Bedell
Acting Chief
AM Branch/ABD/MMB
Federal Communications Commission
Washington, D.C. 20554

Dear Mr. Bedell:

This is a follow-up to my letter to you dated April 26, 1990, regarding WLVC AM radio in Fort Kent, Maine. File number BAL-891122E1.

We have now resumed operations at WLVC. The station signed on at 6:00 a.m., Monday, May 14, 1990.

If you have any questions, please feel free to contact me.

Sincerely,

Thomas B. Beardsley
Thomas B. Beardsley
General Manager

ABACUS COMMUNICATIONS COMPANY
LEGAL AND ENGINEERING CONSULTANTS
1801 COLUMBIA ROAD, N.W. SUITE 101
WASHINGTON, D.C. 20009-2001
TELEPHONE: (202) 462-3680

NULL 96-190 AM Branch

V239

WSJR
(AM)

March 22, 1990

Thomsd N. Albers, Chief
AM Branch/ASD/MMB
Federal Communications Commission
Washington, D.C. 20554

MAR 26 1990

AM BRANCH

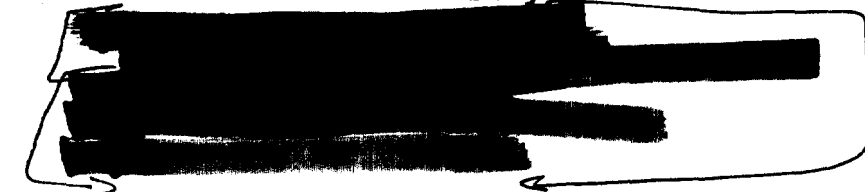
RE: WLVC AM, Fort Kent, ME
WSJR AM, Madawaska, ME
Lamoille Broadcasting and
Communications General Partnership

Dear Mr. Albers:

Please be advised that Lamoille Broadcasting and Communications General Partnership has completed the transfer of control from their prior owner, Melvoc, Inc. of the two above referenced AM stations. All necessary documents were signed and transactions were completed and we are now actively working towards putting these stations back on the air.

Please correct your files to show the address of the Licensee of WLVC and WSJR to be:

Mr. Thomas B. Beardsley



If you require further information on either station, please contact the undersigned legal counsel.

Thank you.

Very truly yours,

LAMOILLE BROADCASTING AND
COMMUNICATIONS GENERAL PARTNERSHIP

BY: Benjamin Perez
Benjamin Perez, Its Attorney

cc:TBBEARDSLEY

(E:LETALBER.BAR)

Original ✓
MM 96-190
ABACUS COMMUNICATIONS COMPANY

LEGAL AND ENGINEERING CONSULTANTS

1801 COLUMBIA ROAD, N.W. SUITE 101

WASHINGTON, D.C. 20009-2001

TELEPHONE: (202) 462-3680

MAR 27 2 52 PM '90

AUDIO SERVICES
DIVISION

March 22, 1990

RECEIVED

MAR 26 1990

Thomsd N. Albers, Chief
AM Branch/ASD/MMB
Federal Communications Commission
Washington, D.C. 20554

Federal Communications Commission
Office of the Secretary

RE: WLVC AM, Fort Kent, ME
WSJR AM, Madawaska, ME
Lamoille Broadcasting and
Communications General Partnership

Dear Mr. Albers:

Please be advised that Lamoille Broadcasting and Communications General Partnership has completed the transfer of control from their prior owner, Melvoc, Inc. of the two above referenced AM stations. All necessary documents were signed and transactions were completed and we are now actively working towards putting these stations back on the air.

Please correct your files to show the address of the Licensee of WLVC and WSJR to be:

Mr. Thomas B. Beardsley
Lamoille Broadcasting and
Communications General Partnership
d/b/a WSJR/WLVC Radio
P.O. Box 447, 6 - 10th Avenue
Madawaska, ME 04756

If you require further information on either station, please contact the undersigned legal counsel.

Thank you.

Very truly yours,

LAMOILLE BROADCASTING AND
COMMUNICATIONS GENERAL PARTNERSHIP

BY: 
Benjamin Perez, Its Attorney

cc:TBBEARDSLEY

(E:LETALBER.BAR)

TRIPPLICATE

ABACUS COMMUNICATIONS COMPANY
LEGAL AND ENGINEERING CONSULTANTS
1801 COLUMBIA ROAD, N.W. SUITE 101
WASHINGTON, D.C. 20009-2001
(202) 462-3680

44496-90
COPY

RECEIVED

February 1, 1990

FEB 6 - 1990

Thomas N. Albers, Chief
AM Branch/ASD/MMB
Federal Communications Commission
Washington, D.C. 20554

Federal Communications Commission
Office of the Secretary

RE: 891122EI
WLVC and WSJR
Melvoc, Inc. *Am*

Dear Mr. Albers:

On November 22, 1989, the above referenced Applicant filed requests for authorization for assignment of its AM Radio station licenses for the above reference facilities. Attached are minor amendments from the Assignor and Assignee which supplement the information provided in those applications.

If you require further information or if there is anything I can do to help expedite a grant the requested authority, please contact the undersigned.

Thank you.

Very truly yours,

LAMOILLE BROADCASTING AND
COMMUNICATIONS GENERAL PARTNERSHIP

BY: *Benjamin Perez*
Benjamin Perez, Its Attorney

RECEIVED

FEB 6 - 1990

Federal Communications Commission
Office of the Secretary

Amendment:

Melvoc, Inc. amends its FCC form 315, file # 891122 EI, as follows:

1. Correct the telephone number to (207)-834-3975.
2. Assignor certifies that the Purchase Agreement for WSJR (AM) and WLVC (AM) will comply with section 73.1150 of the Rules requiring that the assignor may retain no right of reversion of the license.

I certify that the assignor's statements in this amendment are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed this 31st day of January, 1990.

Name of signer: Melvoc, Inc.

Signature:

Michael P. Currier

Title: Michael P. Currier, President

ABACUS COMMUNICATIONS COMPANY

LEGAL AND ENGINEERING CONSULTANTS

1801 COLUMBIA ROAD, N.W. SUITE 10

WASHINGTON, D.C. 20009-2001

(202) 462-3680

ORIGINAL

FEB 7 2 54 PM 1990 RECEIVED

AUDIO SERVICES
DIVISION FEB 6 - 1990

February 1, 1990

Federal Communications Commission
Office of the Secretary

Thomas N. Albers, Chief
AM Branch/ASD/MMB
Federal Communications Commission
Washington, D.C. 20554

RE: 891122EI
WLVC and WSJR
Melvoc, Inc.

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Thank you.

Very truly yours,

LAMOILLE BROADCASTING AND
COMMUNICATIONS GENERAL PARTNERSHIP

BY: Benjamin Perez
Benjamin Perez, Its Attorney

RECEIVED

FEB 6 - 1990

Federal Communications Commission
Office of the Secretary

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I certify that the assignor's statements in this amendment are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed this 31st day of January, 1990.

Name of signer: Melvoc, Inc.

Signature: Michael P. Currier

Title: Michael P. Currier, President

MM 96-190
ABACUS COMMUNICATIONS COMPANY
LEGAL AND ENGINEERING CONSULTANTS
1801 COLUMBIA ROAD, N.W. SUITE 101
WASHINGTON, D.C. 20009-2001
(202) 462-3680

COPY

RECEIVED

FEB 6 - 1990

Thomas N. Albers, Chief
AM Branch/ASD/MMB
Federal Communications Commission
Washington, D.C. 20554

Federal Communications Commission
Office of the Secretary

RE: 891122EI
WLVC and WSJR
Melvoc, Inc.

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If you require further information or if there is anything I can do to help expedite a grant the requested authority, please contact the undersigned.

Thank you.

Very truly yours,

LAMOILLE BROADCASTING AND
COMMUNICATIONS GENERAL PARTNERSHIP

BY: Benjamin Perez
Benjamin Perez, Its Attorney

RECEIVED

FEB 6 - 1990

Federal Communications Commission
Office of the Secretary

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I certify that the assignor's statements in this amendment are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed this 31st day of January, 1990.

Name of signer: Melvoc, Inc.

Signature: Michael P. Currier

Title: Michael P. Currier, President

ABACUS COMMUNICATIONS COMPANY
LEGAL AND ENGINEERING CONSULTANTS
1801 COLUMBIA ROAD, N.W. SUITE 101
WASHINGTON, D.C. 20009-2001
(202) 462-3680

ORIGINAL

RECEIVED

JAN 30 1990

Federal Communications Commission
Office of the Secretary

Thomas N. Albers, Chief
AM Branch/ASD/MMB
Federal Communications Commission
Washington, D.C. 20554

RE: 891122EI
WLVC and WSJR
Melvoc, Inc.

Dear Mr. Albers:

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Thank you.

Very truly yours,

LAMOILLE BROADCASTING AND
COMMUNICATIONS GENERAL PARTNERSHIP

BY:


Benjamin Perez, Its Attorney

RECEIVED

JAN 30 1990

AMENDMENT

Federal Communications Commission
Office of the Secretary

Lamoille Broadcasting and Communications General Partnership
hereby amends its FCC form 315, File No. 891122EI, Questions
7(e), Exhibit V to add the following statement:

Assignee's Morrisville, VT application was initially
dismissed by the Commission because the FM Branch concluded that
the site map contained a deficiency that allegedly resulted in the
application not being in compliance with the Commission's "hard
look" standard for the initial processing of FM application.
Assignor filed a timely "Petition for Reconsideration" requesting
reinstatement of it's application; which request is still pending.

I CERTIFY THAT THE ASSIGNEES STATEMENTS IN THIS AMENDMENT ARE
TRUE, COMPLETE, AND CORRECT TO BEST OF MY KNOWLEDGE AND BELIEF,
AND ARE MADE IN GOOD FAITH.

NAME OF ASSIGNEE: Lamoille Broadcasting and Communications
General Partnership

SIGNED AND DATED THIS 27TH DAY OF JANUARY, 1990.

SIGNATURE: _____

TITLE: Thomas B. Beardsley, General Partner

PURCHASE AGREEMENT

This AGREEMENT made on this 17th day of January, 1990, by and between Melvoc, Inc. ("Seller") and Lamoille Broadcasting and Communications General Partnership ("Buyer").

WHEREAS, Seller is licensee, owner and operator of WLVC(AM), Fort Kent, Maine and WSJR(AM), Madawaska, Maine and desires to sell certain assets and assign its licenses to Buyer; and

WHEREAS, Buyer desires to acquire said assets and licenses, and

WHEREAS, the prior consent of the Federal Communications Commission ("Commission") must be obtained before the sale and assignment of licenses contemplated herein can be consummated.

1.1 Sale and Purchase of Assets. On the Closing, as defined in Paragraph 9.1, and subject to the conditions hereinafter set forth, Seller shall sell, assign, transfer and deliver to Buyer; and Buyer, subject to the terms hereof and in reliance on the warranties and representations of Seller herein, agrees to purchase from Seller, the following assets of Seller (hereinafter, "Assets"):

(a) Physical Assets. All buildings, studios, transmitting equipment, transmission towers, office furniture, fixtures, records and tape libraries and other tangible assets owned by Seller and used or useful in operation of the stations together with any replacement or additional thereto and less such items as may be consumed or deleted in the ordinary course of business prior to the Closing Date.

(b) Station Files. All files (including, without limitation, the Local Public Files, maintained pursuant to Commission regulation), records, books of account and logs relating to Station, except for corporate records of original entry;

(c) FCC Authorizations. All licenses, permits and other authorizations issued by the Commission for the operation of Station and any station's auxiliaries thereto;

(d) Trademarks. Any right, title and interest which Seller may have in and to the use of call letters WLVC and WSJR, as well as any servicemarks or slogans used by Seller or acquired prior to Closing in connection with operation of Station;

(e) Other Station Assets. All other assets, real, personal or mixed, tangible or intangible, of Seller and all such assets acquired prior to Closing, which are or shall be used or useful in the operation of Station.

(f) Real Property. All real property owned by Seller and used or useful in the operation of the Stations which is identified, together with a legal description thereof in Exhibit A.

1.2 Assets Not Sold. It is understood and agreed that the following assets are not being sold to Buyer and shall remain the property of Seller: cash on hand and in banks; accounts receivables; and notes receivables.

2. Purchase Price. The purchase price for the assets and rights being acquired under this Agreement is the sum of Sixty-two thousand five hundred and 00/1000 Dollars (\$62,500.00).

The purchase price shall be payable in accordance with the following schedule:

2.1 Initial Payment. Two Thousand and 00/100 Dollars has been paid to the Seller pursuant to the October 16, 1989 Memorandum Of Agreement as consideration for the Seller's initial Offer.

2.2 Closing Money. At Closing (as hereinafter defined) Buyer shall deliver to Seller a certified or cashiers check or bank draft in the sum of Thirty-nine Thousand Two Hundred fifty and 00/100 Dollars (\$39,250.00).

2.3 Terms and Security on Balance. The balance of the purchase price, a total of Twenty-one Thousand Two Hundred Fifty and 00/100 Dollars (\$21,250.00) shall be paid by the Buyer to Seller as follows: Sixty (60) equal installments including principal and interest at the rate of one (1.0) point over the prime interest rate for Boston, Massachusetts banks on the day of closing. The first installment shall be due on the Sixty-first (61st) day after closing and thereafter shall be paid monthly from that day of the month for an addition Fifty-nine (59) months. All principal remaining unpaid shall become due and payable forthwith upon any material sale or transfer of the property subject to this Agreement and/or the licenses or other basic authorizations required for the operation of the Stations. The sums financed by the Seller pursuant to this subparagraph 2.3 shall be secondary and subordinated to all bank or similar debt financing used by the Buyer to raise the funds paid Seller pursuant to subparagraph 2.2 of this Agreement, equipment upgrade and/or additional operating expenses as outlined in the Buyers

Business Plan, which has been provided to the Seller.

2.4 Adjustment. Expenses attributable to the operation of the business of the Stations up to 11:59 p.m. of the date of Closing shall be for the account of the Seller and thereafter for the account of Buyer. Such expenses as power and utilities charges, real estate and personal property taxes, license or franchise fees, copyright royalty fees and rents applicable to the business or assets of the Stations shall be prorated between the Buyer and Seller, the pro-ration to be made and paid, insofar as feasible on the Closing Date, with final settlement ninety (90) days after the Closing Date. In the event of disagreement between the parties as to any amount or amounts due under this paragraph 2.3, such amount or amounts will be determined by Benjamin Perez, Esq., and whose fees and expenses therefore will be shared equally by the parties.

3. Station Control Pending Closing. Pending the Closing, Seller shall maintain control of Station operations, retaining all profits and paying all expense, and filing with the Commission all applications, reports and other documents required to be filed by it in connection with its operation of the Stations. Until after the Closing, Buyer, its officers, directors, partners and agents shall not, directly or indirectly, control, supervise or direct, or attempt to control, supervise or direct the operations of Station. However, Buyer and its agents shall have the right to visit and inspect Station's premises, facilities and equipment at reasonable business hours. In addition, pending Closing, Seller shall make its books and

records available for inspection and examination by Buyer's representative during regular business hours, and will furnish Buyer such information concerning Seller's affairs as Buyer reasonably may request.

4. Commission Consent.

4.1 Condition Precedent. The Closing of the transactions provided for in this Agreement shall be subject to the prior written consent of the Federal Communications Commission ("Commission") to the assignment of the broadcast authorizations of the Stations to Buyer without any condition adverse to Buyer, and that such consent shall become a "final" order. As used herein, "final" means that any consent issued by the Commission shall no longer be subject to challenge, or reconsideration on any agency level, or to court appeal, or if the consent has been challenged, reconsidered or appealed, such consent shall have been confirmed or upheld, and the time for seeking further agency or judicial review shall have expired.

4.2 FCC Application. Each of the parties shall use its best efforts and shall cooperate with the other in seeking the Commission's consent to the transaction contemplated herein. Seller agrees to publish the notice required by the Commission's rules relative to the filing of an application for consent to assign the licenses of the Stations, to file the appropriate affidavits with respect thereto, and to file timely a copy of the Agreement with the Commission within the time required therefor. In addition, pending Closing, Seller will comply with any other requirements which the Commission may impose on a licensee relating to assignment of its broadcast authorization.

4.3 Application Fees. Any filing, grant and other fees which may be levied by the Commission in connection with this transaction shall be paid by Buyer.

5. Seller's Representations and Warranties. Seller represents and warrants as follows:

5.1 Good Standing and Corporate Action. Seller has been duly incorporated and now is in good standing as a corporation under the laws of the State of Maine and is duly qualified to conduct business in the State of Maine. Seller has full corporate power and authority to operate Station as it heretofore has been operated and to effectuate this Agreement. Seller has taken all action required by its Articles of Incorporation, its By-Laws, the laws of Maine and otherwise to authorize execution, delivery and performance of this Agreement, and at Closing will deliver to Buyer appropriate certificates of resolutions by its Board of Directors and Stockholders consenting to this Agreement. This Agreement is binding upon Seller in accordance with its terms, and its execution, delivery and performance will not result in any default under or be in conflict with, the terms of any law, or order or any charter, by-laws, agreement, mortgage, lien, release or other instrument to which Seller is a party or its property is bound or subject.

5.2 Title to Assets Being Sold. Seller is the owner of and has full and exclusive legal, equitable and marketable title to and right to immediate possession of all the Assets and shall have the same title and right to all real and tangible personal property acquired by Seller prior to Closing. None of such

property to be assigned to Buyer is subject to any mortgage, conditional sale, lease, agreement, security interest, lien, hypthecation, pledge, encumbrance, easement, restriction, liability, charge, claim or imperfection of title whatsoever, and Seller's title to all such property is warranted against the claims of any and all persons.

5.3 Condition of Assets. All structures and installations on real property used by Seller and all of its tangible personal property are now and at the Closing will be maintained in the same operating condition and repair as presented during the October 25 and 26, 1989 inspection by Mr. Tom Laffan; are free of hidden defects; and are constructed maintained and used in conformity with all applicable building, zoning and other laws, ordinances, orders and regulations; violate no agreement with or rights of third persons, do not encroach upon the premises of any third person; and meet all Commission requirements, Commission licenses, and standards of good engineering practice in the broadcasting industry. To the best of Seller's knowledge, it holds all necessary occupancy and other certificates and permits for its use and occupancey of said structures and the machinery and equipment used therein or on real property used by it, and no such additional certificates and permits shall be required for the continuation of such use and occupancy by Buyer after the Closing. All notices of violations of law, ordinances, orders or regulations noted or issued by any government or agency thereof having jurisdiction of any of the property used in Seller's buisness have been complied with by Seller.

5.4 Licenses. Seller holds valid and sufficient authorizations issued by Commission as are necessary to operate the business of the Stations as such business has been carried on, including without limitation, regular three-year unconditional licenses. Such licenses accurately describe the facilities, including without limitation, the location thereof, used in the operation of the Stations.

5.5 Freedom From Litigation. As of the date hereof, and pending Closing, no third party has claimed or will claim that Seller has agreed to sell the assets of the Stations to it. If any such claim is made, Seller agrees to indemnify and hold Buyer harmless of and free from any loss or damage by reason of such claim or resultant litigation. Seller is not a party to, involved in or threatened with any action, suit, arbitration proceeding, or controversy involving its Stations, ("litigation") and there is no basis for such litigation known to Seller. Seller has not made any assignment for the benefit of creditors or admitted its insolvency or that its property is insufficient to pay its debts.

5.6 Other Agreements. All agreements, arrangements, commitments and understandings, written and oral, express and implied to which Seller is a party or by which it may be bound or obligated in any way are accurately listed in Exhibit A hereto. True, accurate and complete copies of all written agreements have been delivered to Buyer and accurate summaries of oral agreements listed in Exhibit B have been delivered to Buyer. All of the agreements, arrangements commitments and understandings listed in